

SUPPLEMENT TO PERSONAL SERVICES AGREEMENT
Between
LEWIS COUNTY,
Acting as the Fiscal Agent for the Chehalis River Basin Flood Authority
and
WATERSHED SCIENCE & ENGINEERING, INC.

THIS SUPPLEMENT TO PERSONAL SERVICES AGREEMENT is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the fiscal agent for the Chehalis River Basin Flood Authority ("Flood Authority"), and Watershed Science & Engineering, Inc., 110 Prefontaine Place South, Suite 508, Seattle, Washington 98104, herein referred to as "WSE" or "Contractor". For purposes of this Agreement, "Agreement" and "contract" shall have the same meaning.

IT IS THE PURPOSE OF THIS AGREEMENT to supplement and amend the original Agreement with WSE for hydraulic modeling services to assist and support the Chehalis River Basin Flood Authority ("Flood Authority") as fully executed on September 7, 2011 (said original Agreement is hereinafter referred to as the "Existing Agreement"). Both Parties agree to this Supplement to Personal Services Agreement, including the Amended Scope of Work ("Attachment C") and Amended Compensation ("Attachment D"), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein and as fully as if set forth in the Existing Agreement.

The term of this Supplement to Personal Services Agreement shall commence as soon as this Supplemental Agreement is fully executed and will terminate June 30, 2013, or upon thirty days' written notice of termination provided by CONTRACTOR or COUNTY to the other Party in compliance with the termination provision of the Parties' original Agreement.

CONTRACTOR acknowledges and by signing this contract agrees that all of the terms of the Existing Agreement not amended or modified by this Supplemental Agreement, are and shall remain in full effect and are totally and fully part of this contract and have been mutually negotiated by the parties.

THEREFORE, IT IS MUTUALLY AGREED THAT the following shall supplement, amend, and govern the Existing Agreement, including but not limited to the specific tasks costs as set forth below, as fully as if set forth in the Existing Agreement:

Section 1. Statement of Work

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Amended Scope of Work, attached hereto as Attachment "C" and fully incorporated into the Existing Agreement.

Section 2. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both Parties and be completed and agreed as shown in the attached Supplemental Scope of Work, Attachment "C," but may be modified or extended by mutual agreement in accordance with the amendment provisions of the Existing Agreement.

Section 3. Payment

Compensation for the work provided in accordance with this Supplement to Personal Services Agreement shall be as set forth in Attachments "C" (Supplemental Scope of Work) and "D" (Supplemental Compensation), provided, however, that the total compensation for the period of time beginning on the

date the original Agreement was fully executed and ending June 30, 2013, shall not exceed Four Hundred Forty Seven Thousand Dollars (\$447,000.00). The total compensation for eligible services and qualifying expenses incurred from the date the original Agreement was fully executed and ending June 30, 2013, shall not exceed Four Hundred Forty Seven Thousand Dollars (\$447,000.00) without written prior approval of the COUNTY and authorization by the Flood Authority.

Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or expenses incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

This Supplemental Agreement and statement of work, period of performance and compensation constitutes a supplement to the Parties' Existing Agreement and supplements and amends the scope of work, period of performance and compensation, with such additional provisions agreed upon by the parties for good and sufficient consideration, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement this _____ day of _____, 2012.

Lewis County Contract Manager

Robert A. Johnson, Director of Community Development
2025 NE Kresky Ave.
Chehalis, WA 98532
(360) 740-2606

Contractor Program Manager

Watershed Science & Engineering, Inc.
Larry Karpack
110 Prefontaine Place South, Suite 508
Seattle, WA 98104
(206) 521-3000

Lewis County

By: _____
Robert A. Johnson

Title: Director of Community Development

Date: _____

Watershed Science & Engineering, Inc.

By: _____
Larry Karpack

Title: Principal Hydrologist and Hydraulic Engineer

Date: _____

ATTACHMENT “C”

SUPPLEMENTAL SCOPE OF WORK

SUPPLEMENT TO PERSONAL SERVICES AGREEMENT

Between
LEWIS COUNTY
and
WATERSHED SCIENCE & ENGINEERING, INC.

July 2012 through June 30, 2013

Who:

- Work will be lead by Larry Karpack of WATERSHED Science & Engineering (WSE) and supported by the entire staff of WSE plus subconsultants: WEST Consultants, Sargent Engineers, Pacific Geomatic Services, and Minister Glaeser Surveying.

Time and Expense:

- \$47,000.

Period of Performance:

- July 1, 2012 through June 30, 2013 (12 months).

Tasks:

- See Task Table below.

Task Table	
Task 1 – Meetings and Management.	
<ul style="list-style-type: none">• Attend meetings as requested by the Flood Authority.• Oversee all efforts of the hydraulic model development team including management of scope, schedule and budget.• Provide monthly invoicing and progress reporting describing work performed.	Monthly invoicing. Meetings as requested.
Task 2 – Hydraulic Modeling and Analysis of Alternatives.	
<ul style="list-style-type: none">• Update or refine the HEC-RAS Hydraulic Model to evaluate additional (as yet undefined) flood relief alternatives.• Perform analysis and prepare mapping of new alternatives and/or previously modeled alternatives.• Integrate new information into the hydraulic model, as available, to improve the modeling of flood relief alternatives.• Conduct additional hydraulic investigations as requested by the Flood Authority.	Activities to be conducted over the duration of the contract on an as needed basis.
Task 3 – Reporting and Presentations	
<ul style="list-style-type: none">• Produce technical memos to document new analyses.• Finalize comprehensive model documentation report.• Present results at workshops, public meetings, etc. as requested.	TBD

ATTACHMENT “D”

SUPPLEMENTAL COMPENSATION

SUPPLEMENT TO PERSONAL SERVICES AGREEMENT Between LEWIS COUNTY and WATERSHED SCIENCE & ENGINEERING, INC.

Reimbursement for services consistent with the Supplemental Scope of Work (Attachment “A”) and Section 3, Payment, shall be as follows:

Time and Expense:

- \$47,000.

Period of Performance:

- July 1, 2012 through June 30, 2013 (12 months).

Total Compensation under the Original Personal Services Agreement and this Supplement to Personal Services Agreement shall not exceed \$447,000.00.